

1 TO ALL PARTIES IN INTEREST AND TO THEIR ATTORNEYS OF RECORD:

2 U.S. Bank Trust National Association, as Trustee of the Igloo Series III Trust, its
3 successors and/or assignees, ("Secured Creditor"), moves this Court for an Order Terminating
4 the Automatic Stay of 11 U.S.C. §362 as to moving party (and the Trustee under the Deed of
5 Trust securing moving party's claim) so that moving party and its Trustee may commence and
6 continue all acts necessary to foreclose under the Deed of Trust secured by Debtor's property,
7 commonly known as 5358 Landau Court, San Jose, CA 95123, ("Property" herein).

8 As stated in the attached Declaration, the Debtor has failed to make 5 post-petition
9 payments (1/1/2019 through 5/1/2019).

10 Based on the foregoing, Secured Creditor alleges that it is not adequately protected.
11 Secured Creditor is not receiving regular monthly payments, and is unfairly delayed from
12 proceeding with foreclosure of the Property. Accordingly, relief from the automatic stay
13 should be granted to Secured Creditor pursuant to 11 U.S.C. §362(d)(1).

14 Secured Creditor holds the original promissory Note dated 08/20/2006, in the principal
15 amount of \$516,000.00, which is secured by a Deed of Trust of the same date.

16 Secured Creditor is entitled to relief under 11 U.S.C. §362(d)(1).

17 WHEREFORE, Secured Creditor prays for judgment as follows:

- 18 1. For an Order granting relief from the automatic stay, permitting Secured Creditor to
19 proceed with the foreclosure under Secured Creditor's Deed of Trust, and to sell the
20 Property at a trustee's sale under the terms of the Deed of Trust to proceed with any
21 and all post foreclosure sale remedies, including the unlawful detainer action or any
22 other action necessary to obtain possession of the Property.
- 23 2. For an Order that the fourteen day stay described by Bankruptcy Rule 4001(a)(3) be
24 waived.
- 25 3. For an Order terminating or modifying the co-debtor stay on the same terms as the
26 Automatic stay.
- 27 4. For an Order modifying the automatic stay to protect Secured Creditor's interest, as
28 the Court deems proper.
5. For attorneys' fees and costs incurred herein.

- 1 6. For such other relief as the Court deems proper.
- 2 7. The Moving Party, at its option, may offer, provide and enter into any potential
- 3 forebearance agreement, loan modification, refinance agreement or other loan
- 4 workout/loss mitigation agreement as allowed by state law. The Movant may contact
- 5 the Debtor via telephone or written correspondence ot offer such an agreement. Any
- 6 such agreement shall be non-recourse.
- 7 8. Furthermore, Movant may contact the Debtor to comply with California Civil Code
- 8 Section 3923.5.

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10 Dated: June 20, 2019

GHIDOTTI BERGER

11

12 /s/ Adam Thursby

13 Adam Thursby, Esq.

14 U.S. Bank Trust National Association, as Trustee

15 of the Igloo Series III Trust

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